

EXHIBIT A



Right now Smart TVs do not know what content they are displaying.

Right now Broadcasters do not know which TVs are displaying their content.

Our core technology enables Smart TVs to become content aware.

Our platform creates a network of Broadcasters that know which TVs are displaying their content.

We are Cognitive Networks.



Site by Design & Develop

Services

We Bring Television To Life!

TV programming networks and advertisers use our platform to augment their products – adding a dynamic, new dimension to the television viewing experience. Enhancements and extensions significantly improve the ability to engage and interact with viewers, enable transactions, extend viewing times, increase brand equity, and so forth. Many benefits. Many beneficiaries.

Cognitive Networks partners with TV manufacturers to provide SAAS-based services to Content Providers, Advertisers, DRTV Merchants and Consumer Application Providers including social media.

We also provide anonymized data products and services for companies that wish to learn more about TV consumption patterns.

As market leaders in a highly competitive industry, we don't provide specific information about our services to the general public. However, we're happy to share information with interested companies.

[Request More Info](#)



Site by Design & Develop

Customers

TV Manufacturers

Cognitive Networks makes Smart TVs content aware with an advanced platform that enables a wide range of enhancements to the content consumers watch and now interact with on your TVs. Our first objective is to enable content providers to make TV more engaging, more fun, and more informative; it's actually a significant extension of the medium of television for the benefit of viewers.

At the same time, we enable TV content providers to increase their revenues by offering enhanced advertising opportunities to their advertiser customers. And since they're using technology on your TVs, there are new sources of profits for your company. That's just the start. This is a big new opportunity.

TV Content Providers

Cognitive Networks puts Content Providers in the know. With our platform, you know which Smart TVs are displaying your content and you know their basic geography (zip code). This allows you to establish connections between advertising and consumer behavior, and it allows you to learn more about consumption of your content.

(We do not capture or distribute any personally identifiable information. No household level data. No information about consumers.)

Advertisers and programming networks can also use our platform to enhance content in a variety of ways – significantly improving their ability to engage with the audience, attract more viewers, and personalize the viewing experience. Cognitive Networks-enabled applications add value to both impressions and content.

DRTV

Cognitive Networks can help DRTV programs improve revenue per hour by enabling onscreen purchasing of goods and services. We enable you deliver onscreen purchasing applications to the devices displaying your ads and infomercials and those purchasing applications can connect directly to your back office for order capture, fulfillment and reporting.

We also allow you to have much deeper analytics with regard to the specific delivery of your media by geography and associated purchase activity.

As market leaders in a highly competitive industry, we don't provide specific information about our services to the general public. However, we're happy to share information with interested companies.

[Request More Info](#)



Site by Design & Develop

About Us

Cognitive Networks originated in 2008 over beers. Our founder, Zeev Neumeier, was extolling the prospective virtues of Smart TVs and the powerful new advertising and content possibilities to executives from a large TV manufacturer. They said, "No Zeev, such things are not possible." They went on to explain that Smart TVs only receive video and audio information from set top boxes and do not have any information describing what's they are displaying. As a result, they cannot intelligently connect the applications plane with the video plane of the TV. Smart TVs are, in effect, blind.

Zeev replied, "What? That's ridiculous! Someone should fix that!" And if you know Zeev, you know he probably gesticulated wildly at this point.

The TV execs reportedly looked at him rather quietly and said, "*You* fix it." And so, as with many worthwhile endeavors, Cognitive Networks was formed with a question and a challenge.

Cognitive Networks is distinct from all other providers of content recognition services in at least two ways. First, our core technology has been purpose built to solve the problem for Smart TVs. It's a very different problem and hence different product by comparison to mobile devices, for example. Second, we've been incubated from the get go by a large TV manufacturer and benefited enormously from intense technical input and the proper scale and performance targets requires for success.

Management [Click to learn more](#)

Board [Click to learn more](#)

Advisors [Click to learn more](#)



Site by Design & Develop

Management

MICHAEL COLLETTE, CEO

Having worked at the innovation seam of media and communications for many years, Michael has a proven ability to evangelize new media technology. Beginning with early work on the digital transition for U.S. cable, Michael has played a pioneering role in broadband media, interactive television, multiroom DVR, hybrid TV and advanced advertising. He was previously the CEO of uCentric Systems and PhyFlex Networks, and prior to that, the SVP of Marketing for OpenTV. As a strategy consultant he has provided services to more than 50 companies such as Google TV, Cisco Systems, Canoe Ventures, and Pearl.



ZEEV NEUMEIER, FOUNDER AND PRESIDENT

Zeev is an experienced technology executive with a proven track record of executing new media and web business projects from the ground up. Prior to founding Cognitive Networks, he was the CTO at iNDELIBLE, a cutting-edge New York-based interactive agency. Prior to that, he was the Senior Strategy Manager at CMP Media. He received his MBA from New York University.



BRIAN REED, CTO

Brian is a serial entrepreneur with experience in developing startups from initial phase into successful systems. Previous roles include Senior Software Engineer at iNDELIBLE, Lead Developer at Sterling Scott and Developer at Mantis Technology.



DAVID JAQUES, CFO

David has a background in banking, venture capital and startup companies. He's managed the financial functions for major financial institutions and for small companies, and has specialized in recent years in venture capital and venture backed startup companies. His former employers include Barclays Bank in London and New York City, Silicon Valley Bank, PayPal, Nokia Ventures and BlueRun Ventures.



RUDRA SINGH, VP TECH OPS

Rudra leads Cognitive Media Networks' Operation Engineering Team. Previously, he was VP of Engineering and Product Management at CRMText Solutions and Mobully, Inc. During his tenure, he expanded the product base from one to five different verticals – increasing the customer base to about 16 million customers. Rudra started his career at AT&T Bell labs in Murray Hill with the ACLD group; following that he worked at various startups as CTO, Engineering VP, Director and Manager. Rudra earned dual Masters degrees in Computer Science and Electrical Engineering from Mississippi State University and his undergraduate degree in Electronics and Communications from Harcourt Butler Technology Institute, India.



REBECCA METSCHKE, VP MARKETING

Rebecca has been engaged at the intersection where media, communications, commerce, and emerging technologies meet for more than 15 years. Beginning with broadband Internet service during early deployments, she went on to work in electronic commerce, website and conversion optimization, interactive television, carrier Ethernet service delivery, and next-generation advanced advertising. Her experience includes tenures as a marketing executive in the communications and entertainment industries; she's also served as a consultant to a variety of companies in the communications, information, entertainment and technology sectors.



LEANN PROUD, HUMAN RESOURCES

Leann's HR expertise spans everything from executive coaching, compensation & benefits, stock administration, employee relations and company start-ups and wind-downs.



COREY STANLEY, ACCOUNTING MANAGER

Corey has a wide knowledge of the various accounting aspects within a company, and has successfully managed the day-to-day operations of a variety of accounting departments as well as the administrative functions for several companies. Her former employers include marine World Africa and Georgia Pacific.



Site by Design & Develop

Jobs

We bring television to life! Our team is adding a dynamic, new dimension to the television viewing experience...making it more engaging, more informative, and more fun.

We're always on the lookout for the best and brightest talent as we continue to innovate.

Does that sound like you?

Job Openings

- There are no open positions at this time.

To apply

To apply for a job, submit your information to jobs@cognitivenetworks.com




Site by Design & Develop

Contact

Cognitive Networks Inc.
1663 Mission Street, Suite 520
San Francisco, CA 94103

info@cognitivenetworks.com

+1.415.697.3380 

[View Larger Map](#)

All fields are required

First Name

Last Name

E-mail Address

Title

Company

Phone

Send



Site by Design & Develop

Privacy

Cognitive Networks is serious about privacy law and respects the privacy of the consumers that choose to enable automatic content recognition on their TVs.

All data shared by Smart TVs with the Cognitive Networks platform is shared under a proper end user license agreement between the end user and the TV manufacturers. If a consumer elects not to participate, our ACR system will not process device data.

All Smart TVs equipped with ACR technology have a way to disable the ACR functionality on their TV.

The data shared by a Smart TV does not contain any household specific or end user specific information. There is no personally identifiable information capture by, processed by or stored by our system.



Site by Design & Develop

XML Sitemap

Generated by **Yoast's WordPress SEO plugin**, this is an XML Sitemap, meant for consumption by search engines. You can find more information about XML sitemaps on **sitemaps.org**.

This XML Sitemap Index file contains 4 sitemaps.

Sitemap	Last Modified
http://www.cognitivenetworks.com/post-sitemap.xml	2012-11-19 14:34
http://www.cognitivenetworks.com/page-sitemap.xml	2012-11-21 19:44
http://www.cognitivenetworks.com/category-sitemap.xml	2012-11-19 14:34
http://www.cognitivenetworks.com/post_tag-sitemap.xml	2012-11-19 14:34

Terms and Conditions of Use

Last Updated: November 21, 2012

1. Acceptance of Terms and Conditions of Use

These Terms and Conditions of Use (the "Terms of Use") apply to the Cognitive Media Networks, Inc. ("Cognitive") web site located at www.cognitivenetworks.com, and all associated sites linked to www.cognitivenetworks.com by COGNITIVE, its subsidiaries and affiliates (collectively, the "Site"). The Site is the property of COGNITIVE and its licensors. **BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.**

COGNITIVE reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, COGNITIVE grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

2. Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to COGNITIVE, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without COGNITIVE's express prior written consent.

You may use information on COGNITIVE products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by COGNITIVE for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

3. Your Use of the Site

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. COGNITIVE reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any COGNITIVE server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of COGNITIVE, including any COGNITIVE account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or COGNITIVE's systems or networks, or any systems or networks connected to the Site or to COGNITIVE.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to COGNITIVE on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of COGNITIVE or others.

4. Communications

Except for any disclosure by you for technical support purposes, or as specified in our Privacy Statement, all communications from you to COGNITIVE will be considered non-confidential and non-proprietary. You agree that any and all comments, information, feedback and ideas regarding COGNITIVE, its products or

services, that you communicate to COGNITIVE ("Feedback") will be deemed, at the time of communication to COGNITIVE, the property of COGNITIVE, and COGNITIVE shall be entitled to full rights of ownership, including without limitation, unrestricted right to use or disclose such Feedback in any form, medium or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you.

You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use this Site to distribute, link to or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third party intellectual or privacy rights.

5. Privacy

COGNITIVE's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. To view COGNITIVE's Privacy Policy, please visit <http://www.cognitivenetworks.com/privacy/>.

Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

6. Monitoring

COGNITIVE reserves the right to review your communications on this Site to determine whether you comply with these Terms of Use and any other applicable policies or terms and conditions of COGNITIVE applicable to your use of the Site. COGNITIVE will not have any liability or responsibility for the content of any communications you post to this Site, or for any errors or violations of any laws or regulations by you. COGNITIVE will comply with any court order in disclosing the identity of any person posting communications on this Site. It is advisable that you review our Privacy Statement before posting any such communications.

7. Links to Other Sites

This Site may link to other third party sites which are not under the control of COGNITIVE. COGNITIVE is not responsible for the content of any linked site or any link contained in a linked site. COGNITIVE reserves the right to terminate any link at any time. COGNITIVE may provide links from this Site to other sites as a convenience to you and in no way should this be interpreted as an endorsement of any company, content or products to which it links. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk. Please note that when you conduct transactions with other companies providing content via this Site, you will also be subject to their privacy policies. **COGNITIVE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, TO ANY SUCH LINKED SITES, INCLUDING BUT NOT LIMITED TO ANY TERMS AS TO THE ACCURACY, OWNERSHIP, VALIDITY OR LEGALITY OF ANY CONTENT OF A LINKED SITE.**

8. Trademarks

The trademarks, service marks and logos of COGNITIVE used through the Site ("Trademarks") are the property of COGNITIVE. You have no right to use any such Trademarks, and nothing contained in this Site

or the Terms of Use grants any right to use (by implication, waiver, estoppel or otherwise) any Trademarks without the prior written permission of COGNITIVE.

9. Indemnification

You agree to indemnify, defend and hold COGNITIVE, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from and against any demands, loss, liability, claims or expenses (including attorneys' fees) arising out of, based on or in connection with your access and/or use of this Site.

10. Limitation of Liability

Except where prohibited by law, in no event will COGNITIVE be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if COGNITIVE has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, COGNITIVE is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, COGNITIVE's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against COGNITIVE (but not including the purchase price for any COGNITIVE products), or (2) US\$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

11. Disclaimer

COGNITIVE DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. COGNITIVE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. COGNITIVE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. COGNITIVE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY COGNITIVE SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST COGNITIVE FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

COGNITIVE reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the

operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

12. Violations of these Terms of Use

COGNITIVE may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) COGNITIVE's rights or property, or the rights or property of visitors to or users of the Site, including COGNITIVE customers. COGNITIVE reserves the right at all times to disclose any information that COGNITIVE deems necessary to comply with any applicable law, regulation, legal process or governmental request. COGNITIVE also may disclose your information when COGNITIVE determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that COGNITIVE may preserve any transmittal or communication by you with COGNITIVE through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or COGNITIVE determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of COGNITIVE, its employees, users of or visitors to the Site, and the public.

You agree that COGNITIVE may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to COGNITIVE, for which monetary damages would be inadequate, and you consent to COGNITIVE obtaining any injunctive or equitable relief that COGNITIVE deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies COGNITIVE may have at law or in equity.

You agree that COGNITIVE may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems. If COGNITIVE does take any legal action against you as a result of your violation of these Terms of Use, COGNITIVE will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to COGNITIVE. You agree that COGNITIVE will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

13. Export Restrictions

The United States export control laws and regulations, including the Export Administration Regulations of the U.S. Department of Commerce, and other applicable laws and regulations apply to this Site which prohibit the export or re-export of content, products, services, and technology to certain countries and persons. You agree to comply with all export laws, regulations and restrictions of the United States and any foreign agency or authority and assume sole responsibility for any such unauthorized exportation.

14. Applicable Laws

All matters relating to your access and use of Site shall be governed by the federal laws of the United States and the laws of the State of California, without regard to its conflicts of laws provisions. You agree to the personal jurisdiction and venue in the federal and state courts located in San Francisco, California, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between COGNITIVE and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

15. General

Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. COGNITIVE reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use and any other applicable COGNITIVE policies and terms and conditions applicable to you constitute the entire agreement between you and COGNITIVE with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and COGNITIVE with respect to such use are hereby superseded and cancelled. COGNITIVE will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. COGNITIVE's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by COGNITIVE of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between COGNITIVE and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

If you have any questions regarding the Terms of Use, or any other general questions, please contact us at:
Cognitive Networks
1663 Mission Street
Suite 520
San Francisco, CA 94103



Site by Design & Develop

DMCA Policy

Last Updated: November 21, 2012

Cognitive Media Networks, Inc. ("Cognitive") respects the intellectual property rights of others and expects its users to do the same. Further, our Terms of Use require that information posted by users of our website be accurate, lawful and not in violation of the intellectual property rights of third parties. To promote these objectives, and in accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512), the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Cognitive provides a process for submission of complaints concerning content posted by its users as set forth herein.

Notice of Copyright Infringement

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, and you believe in good faith that your copyright was infringed, you may provide a written communication via mail or e-mail to Cognitive's Copyright Agent below. Your notice must contain the following:

1. A description of the copyrighted work that you claim has been infringed.
2. A description specifying the location of the material that you claim is infringing, including at a minimum, the URL of the link or the exact location where such the material that you claim is infringing (or the subject of infringing activity) may be found.
3. Your name, company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law as follows:
 - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
5. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf as follows:

- "I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

6. Your physical or electronic signature.

Submit your notice to Cognitive's Copyright Agent by mail or e-mail at:

BY MAIL:

Copyright Agent
Cognitive, Inc.
1663 Mission Street
Suite 520
San Francisco, CA 94103

BY E-MAIL:

copyright@cognitivenetworks.com

Counter-Notice of Copyright Infringement

If you believe that a notice of copyright infringement has been improperly submitted against you, you may submit a Counter-Notice, pursuant to Sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. You may provide a written communication to Cognitive's Copyright Agent which contains:

1. A description of the material removed or to which access has been disabled.
2. A statement by you, made under penalty of perjury, that you have a good faith belief that the removal or disablement of the material was a mistake or that the material was misidentified as follows:
 - "I hereby state that the information in this notice is accurate and, under penalty of perjury, that the removal or disablement of the material was a mistake or that the material was misidentified."
3. Your name, company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
4. A statement that you consent to the jurisdiction of the Federal District court (i) in the judicial district where your address is located if the address is in the United States, or (ii) located in San Francisco, California, if your address is located outside the United States, and that you will accept service of process from the Complainant submitting the notice or his/her authorized agent.
5. Your physical or electronic signature.

Submit your Counter-Notice to Cognitive's Copyright Agent via e-mail or mail to the applicable address specified above.

Cognitive Procedures

In accordance with our Terms of Use and this DMCA Policy, and regardless of whether Cognitive may or may not be liable for any alleged violation of rights or inaccurate or unlawful content, upon receipt of your notice, Cognitive will take whatever action, in its sole discretion, it deems appropriate, including without limitation removing or disabling access to specified content. Whether or not Cognitive disables access to or remove content, Cognitive may, in its sole discretion, make a good faith attempt to forward the written notification, including the complainant's contact information, to the user who posted the content and/or take other reasonable steps to notify the user that Cognitive has received notice of an alleged violation of intellectual property rights or other content violation. Any counter-notice submitted by a user may be provided to the complainant with the user's contact information. Further, Cognitive may, in its sole discretion, disable and/or terminate the accounts of users who may infringe or repeatedly infringe the intellectual property rights of others, or who otherwise post inaccurate or unlawful content.



Site by Design & Develop

Blog

Yahoo! TV Provides Details of Sony Models that Can Be Upgraded to Support Broadcast Interactivity

May 9, 2012

For those that own a Sony TV or are thinking of buying one and would like to be sure that Yahoo! TV's Broadcast Interactivity will be available, below please find a listing of models by year that can be upgraded ... [Continue reading →](#)

INDustry: Yahoo Moves First – ACR TV with SONY

April 27, 2012

INDUSTRY: Yahoo Moves First – ACR TV on Sony Last week, I had a chance to catch up with Russ Schafer, Senior Director of Global Product Marketing for Yahoo! Connected TV. As I mentioned in my CES roundup, Yahoo Connected ... [Continue reading →](#)

INDustry: Civolution supersizes ACR with ad info

March 21, 2012

It feels like the ACR business is starting to shift gears. Whereas last year, I think the market was working to grock the scope and importance of ACR and it's ability to connect devices and cloud services to traditional TV, ... [Continue reading →](#)

CES 2012: What we learned about how ACR TV will likely unfold.

February 5, 2012

ACR TV CES 2012: News, Rumbles and Outlook There were a lot of ACR announcements at CES. Most, though, were about companion app plays of various types. Civolution and Audible Magic both showed up with really their first market moves ... [Continue reading →](#)

Video of my panel at TVOT NYC December 2011 on ACR for Companion Apps

February 5, 2012

ACR Intensive: Automatic Content Recognition on Companion Devices and Connected TV from Tracy Swedlow on Vimeo. The presentation we reviewed during this panel is available at no cost. Just send me a note if you'd like a copy.

INdustry: Will Targeted Advertising on TV be better than on the Web?

November 23, 2011

For this edition of Industry, we spoke with Eric Schmitt, EVP of Allant's cable and media business. Allant is a company to watch. An established player in the Market Services (database marketing, direct marketing, etc...) business, Allant has traditionally helped ... [Continue reading →](#)

How Apple's Genius (Smart) TV Could Win Big

November 3, 2011

Is it a rumor? Or is it now a foregone conclusion? Seems the bandwagon has started to roll on Apple's entry into the Smart TV market. The question is, what are they going to do? I guess we all expect ... [Continue reading →](#)

Ensequence + Zeitera = A Compelling New Approach to ACR for Companion Apps

October 25, 2011

Recently, Ensequence and Zeitera announced a new partnership for Companion App publishing using Automatic Content Recognition (ACR). I found this quite intriguing. I couldn't recall any other ACR companies doing deals with ITV publishing companies. Something was different. Before proceeding, ... [Continue reading →](#)

Brightline's Ad-Centric Alchemy

October 10, 2011

INdustry Profile: Brightline ITV's Ad-Centric Alchemy Interactive TV Advertising has been welling and swelling quite a bit these days, but for most industry observers, it's still kinda nascent. It's certainly not yet mainstream and we don't really have iTV ads ... [Continue reading →](#)

INdustry: ACR TV Deep Dive with Zeitera CEO

September 12, 2011

In this latest installment of INdustry, we delve into some of the more interesting insider issues around the emergence of automatic content recognition (ACR) on Smart TVs. Link to video Our guest is Dan Eakins, CEO of ACR vendor Zeitera. ... [Continue reading →](#)



Site by Design & Develop

Blog

[← Older posts](#)[Newer posts →](#)

How Interactivity May Improve Advertising Math

August 9, 2011

It's interesting to note that interactive advertising, though not exactly a new idea, doesn't seem to have it's own math. Pundits like me banter about the enticements of engagement, the intrigue of interaction and the certain value of conversions but ... [Continue reading →](#)

VOD II: The Empire Strikes Back

June 24, 2011

VOD II: The Empire Strikes Back The smart guys at the Diffusion Group published a stat the other day that I found interesting – 37% of cord cutters watch half or more of their TV on netflix. I suppose there ... [Continue reading →](#)

God Box? Or No Box? Set tops in a Smart TV world.

May 26, 2011

Can the God Box breathe life back into set-tops? Last week at the TV of Tomorrow Show, I found new conviction for my growing belief that the set-top box will fade from the world. In San Francisco, anyway, I was ... [Continue reading →](#)

Hybrid iTV: Interview with Zeev Neumeier from TVIS

April 12, 2011

INdustry by Collette. Content Aware TVs & The Future of TV from michael collette on Vimeo. Description: This week, we visit with the highly animated, intelligent and entertaining Zeev Neumeier, CEO of TV Interactive Systems. (For information about ... [Continue reading →](#)

Digital Revenues driving better than expected network TV growth

April 8, 2011

Had coffee last week with Jack Myer, publisher of the Jack Myer report. He surprised me with a quite optimistic outlook for the next ten years of revenue growth for the major tv programming networks – both broadcast and cable. ... [Continue reading →](#)

The only way Google TV can win

March 28, 2011

The bright crew at SAI got it right. This post includes some details on the hardware cost barrier that Google TV is currently imposing on TV OEMs. For sure this is a significant problem for Google TV insofar as the ... [Continue reading →](#)

Connected TVs in the Next Dimension

March 23, 2011

Space. The final frontier. For connected TV's, the final frontier is, oddly, "the TV space." That's venture-speak for a new market opportunity or space that can be filled. You see, the odd thing about connected TV's is that while they ... [Continue reading →](#)

Google TV: A Chink in the Armor?

August 19, 2010

Interesting article in the LA Times. <http://www.latimes.com/business/la-fi-ct-googletv-20100818,0,785196.story?track=rss> Not surprisingly, Google is finding big media somewhat reluctant to jump on the money-free bandwagon. The famous strategic blunder, swapping analog dollars for digital dimes, is every executive's greatest worry. Google's answer to ... [Continue reading →](#)

Unified TV Search with Google TV on Dish

May 24, 2010

For me, the most important aspect of the Google TV announcement was the deal with Dish. Charlie Ergen is really, really sharp – pointy elbows and all – and he's done something really interesting. Essentially, Google TV is really about ... [Continue reading →](#)

Google TV Launch

May 21, 2010

Here are my early notes on the Google TV announcement. + Launch video on YT: <http://www.youtube.com/watch?v=diTpeYoqAhc> As Expected + Chrome browser; unlimited access to the Internet. + Android based; can leverage Android app developer base. + Free to OEMs. + ... [Continue reading →](#)



Site by Design & Develop

Blog

[← Older posts](#)[Newer posts →](#)

When worlds collide

May 12, 2010

I think I first heard the term 'convergence' in about 1989. That was in Queensland, Australia. The federal government of Australia commissioned a big study of the future of the Australian economy and McKinsey, I believe, highlighted 'convergence' as something ... [Continue reading →](#)

Samsung Debating Merits of Google TV

May 12, 2010

Interesting article from the Korean Herald. It's really the first public discussion of what I've commented earlier on earlier, below, which is my expectation that Google TV will achieve scale as a software solution for various devices that enable OTT ... [Continue reading →](#)

Cox deploys multiroom DVR with DOCSIS Gateway

May 11, 2010

So, lots of interesting news at the cable show this week in LA. One item of particular interest... Cox is deploying what looks like a really cool, really competitive new platform. It features a new HD UI designed by Frog, ...

[Continue reading →](#)

Online Video Advertising in Relative Terms

April 21, 2010

Have been doing some research for a client and have been quite surprised by the relative scale of online video viewing, capabilities and advertising revenues in relation to traditional TV. In 2009, according to Neilsen, people in the U.S. spent ... [Continue reading →](#)

Is Google TV a box?

March 31, 2010

Interesting post from Will Richmond a few days ago about Google TV. He claims to have insider info that says Google TV is a box that goes between a cable/satellite/telco set top box and the TV. HDMI cables are used ... [Continue reading →](#)

Google TV Emerging... STB converging with cell phone?

March 10, 2010

Earlier this week, Google announced or leaked that they are running a test of Android running on a Dish STB. One of the more interesting implications of

this is the prospective convergence of set top and mobile handset hardware.
Right ... [Continue reading →](#)

Project Canvas STB Vendors

March 10, 2010

Project Canvas in the UK is one of the most interesting centers of innovation in hybrid TV. Driven by the BBC and Freeview, the very large and successful Digital Terrestrial Television system, Canvas is an effort to define standard hardware ... [Continue reading →](#)

TiVo and Apple?

March 3, 2010

As we watch Android grow market share on mobile phones against Apple's iPhone, it's interesting to speculate about Apple TV. The current Apple TV is a back water product at Apple with little focus and little life. Technically, it's essentially ... [Continue reading →](#)

What is Google TV?

March 3, 2010

Off this morning to visit with a friend at Google. I spent 6 months consulting for Google back in 2007/08. We spent a lot of time discussing what Google TV might become and we spent much more time trying to ... [Continue reading →](#)

OTT driving TV marketplace changes

February 24, 2010

Perhaps the most exciting aspect of the OTT movement is the impact it's having on the traditionally closed TV marketplace. As TV, DVD and other product

classes enter the market with OTT portals that are outside the control of the ...

[Continue reading →](#)



Site by Design & Develop

Blog

[Newer posts →](#)

Connected TV Forecasts

February 23, 2010

This post will be updated regularly as I come across forecast data. I built a global market model for Connected TV for Google's stealth Google TV group about 2 years ago. Back then, we considered the following devices as part ...

[Continue reading →](#)

New Guide from Rovi

February 23, 2010

With connected TV, navigation must change. One major reason for this is that the scope of media and the scope of action on a connected TV are both much larger than on a traditional TV that is used as a ... [Continue reading →](#)

TV X.0: a review of the major trends reshaping TV... again

February 23, 2010

The purpose of this blog is to provide something of a breadcrumb trail as I delve once again into the many forces reshaping TV. "TV X.O" refers to the fact that I simply have no idea which version of TV ... [Continue reading →](#)



Site by Design & Develop